

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 13

AMERICA TRANSFER, INC.<sup>1</sup>

Employer

and

UNITED STEELWORKERS OF AMERICA, AFL-CIO, CLC

Petitioner

Case 13-RC-20941

**DECISION AND DIRECTION OF ELECTION**

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board; hereinafter referred to as the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record<sup>2</sup> in this proceeding, the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.<sup>3</sup>
3. The labor organization(s) involved claim(s) to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:<sup>4</sup>

**See Attachment A**

**DIRECTION OF ELECTION\***

An election by secret ballot shall be conducted by the undersigned among the employees in the unit(s) found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit(s) who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by United Steelworkers of America, AFL-CIO, CLC.

### LIST OF VOTERS

In order to insure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *N.L.R.B. v. Wyman-Gordon Company*, 394 U.S. 759 (1969); *North Macon Health Care Facility*, 315 NLRB 359, fn. 17 (1994). Accordingly, it is hereby directed that within 7 days of the date of this Decision 2 copies of an election eligibility list, containing the full names and addresses of all of the eligible voters, shall be filed by the Employer with the undersigned Regional Director who shall make the list available to all parties to the election. In order to be timely filed, such list must be received in **Suite 800, 200 West Adams Street, Chicago, Illinois 60606** on or before March 14, 2003. No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.

### RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the **Executive Secretary, Franklin Court Building, 1099-14th Street, N.W., Washington, D.C. 20570**. This request must be received by the Board in Washington by March 21, 2003.

**DATED** March 7, 2003 at Chicago, Illinois.

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Regional Director, Region 13

\*/ The National Labor Relations Board provides the following rule with respect to the posting of election notices:

(a) Employers shall post copies of the Board's official Notice of Election in conspicuous places at least 3 full working days prior to 12:01 a.m. of the day of the election. In elections involving mail ballots, the election shall be deemed to have commenced the day the ballots are deposited by the Regional Director in the mail. In all cases, the notices shall remain posted until the end of the election.

(b) The term "working day" shall mean an entire 24-hour period excluding Saturdays, Sundays, and holidays.

(c) A party shall be estopped from objection to nonposting of notices if it is responsible for the nonposting. An employer shall be conclusively deemed to have received copies of the election notice for posting unless it notifies the Regional Director at least 5 working days prior to the commencement of the election that it has not received copies of the election notice.

- 1/ The names of the parties appear as amended at the hearing.
- 2/ The arguments advanced by the parties at the hearing have been carefully considered.
- 3/ American Transfer, Inc. (the “Employer”) is a corporation engaged in the business of electronic transfer of funds.
- 4/ The Employer is a multi-state operation whose business consists of the electronic transfer of funds for its customers to points in Mexico. The Employer conducts its business through various branch locations and agency locations to provide its services to consumers. Branch locations are the Employer’s stand alone locations which the Employer operates directly through employees it hires and trains. Agency locations are operations where the Employer, by a contractual arrangement, conducts its business operations through another entity (herein Agency), such as a food store or video store, on the premises of that Agency through Agency employees who perform services for the Agency when not engaged in the Employer’s transactions.

The United Steelworkers of America, AFL-CIO, CLC (the “Petitioner” or “Union”) seeks to represent a unit of all full time and regular part time tellers, cashiers, and clerks employed by the Employer at 22 Branch locations in Chicago, Illinois and vicinity. There are two or three employees who work for the Employer at each branch location, and a total of between 45 to 50 employees in total in the 22 Branch locations that that Union seeks to include in a unit. The Employer contends that the appropriate unit should be either a separate unit at each Branch and Agency location or a national employer-wide unit. In the alternative, the Employer urges that should any multi-location unit be found to be appropriate in Illinois, the unit should then include the 18 Agency locations along with the 22 Branch locations.

## 1. The Issues

Based on the parties’ positions at the hearing and in their briefs, there are two issues to be decided. First, whether a multi-location unit of the employees in the Employer’s 22 Chicago area Branch locations is an appropriate unit for collective bargaining? Second, if a multi-location unit is an appropriate unit, must it also include the persons employed at the Agency locations in the Chicago area?

Because the record, as discussed more fully below, shows that the employees in the petitioned-for unit share a sufficient community of interest such that they can be represented for bargaining purposes in a single unit, I find that the unit as sought by the Petitioner is an appropriate unit for collective bargaining.

## 2. The Facts

### *Background*

The Employer is headquartered in Dallas, Texas (“main office”) and has business locations in Texas, Arizona, Georgia and Illinois. One individual owns the Employer and serves as the corporate president and secretary. Below the corporate owner is the

Director of Operations who reports directly to the owner. The managerial hierarchy also includes a Sales Manager whose job it is to set-up and supervise the Employer's agency locations. In Illinois, the management structure includes a Chief Supervisor who is responsible for day-to-day supervision of the Employer's agency operations and two other supervisors who are responsible for supervising the daily operations of the Employer's freestanding branch locations.

The record shows the Employer's business is regulated by federal, state and local regulations. Among these is the requirement that the Employer's entire operation comply with the provisions of all federal and state regulations for financial institutions, plus local business licensing regulations. In Illinois, all persons whose job duties include the electronic transfer of funds must sign a form that certifies that they have read, understood and agree to observe the rules of the U.S. Bank Secrecy Act. In addition, each Branch location in Chicago has its own separate business license and certificate, whereas the Agency locations operate under the Employer's statewide certificate. Businesses that wish to provide money transfer services through the Employer must sign an Agency Agreement. This Agreement designates that business as an independent contractor subject to the same company policies and procedures as followed in the Branch locations, subjects them to the same governmental regulations, and allows the Agency or the Employer to terminate the relationship at any time. Like the Branch employees, persons within the Agencies who perform electronic money transfers for the Employer must sign the Bank Secrecy Act form, as well.

Corporate policies and procedures for the transfer of money apply to all of the Employer's facilities nation-wide. The Branch and Agency locations in Illinois are connected to the Employer's main office in Dallas. They use the same equipment, forms, and supplies. Employees receive the same training and use the same skills in performing the money transfer transactions. The Employer's decisions regarding the opening or closing of a Branch or an Agency are made in Dallas. These decisions are based upon the overall profitability of a location. Similarly, staffing levels and decisions to hire or discharge an employee are made in the main office. Problems and questions that cannot be resolved by the local supervisors are resolved through officials in Dallas. Furthermore, the hours of operation for the Branch locations and other conditions of employment such as pay, benefits and vacations are established by the Employer's officials at the corporate headquarters.

### *The Branch Locations*

At the 22 Branch locations, there are two to three employees who perform the money transfer services for the Employer. The Branch locations are open seven days per week from 9:00 a.m. to 8:00 p.m. covering two or three shifts. If there are three employees assigned to a location, then one employee is assigned to work hours that overlap the other two shifts and provide additional manpower at the busy times of the day. Otherwise, if there are only two employees assigned to a Branch, the day is divided into two shifts of equal hours. The Branch employees receive one regularly scheduled day off per week. In order to facilitate the day off, the on-duty employee works the entire

day so they other employee can be off. The next day the roles are reversed. The days off are normally on Wednesdays and Thursdays of each week. Each location is supplied with the same equipment that includes a computer terminal connected to Dallas and a telephone plus the necessary forms, manuals and cleaning supplies. Each Branch location has a list of the other Branch locations and the telephone numbers for that Branch. The two supervisors, Elizabeth Vazquez and Roxana Hernandez, who work from the Branch at 2900 W. Cermak, in Chicago, supervise the employees at the 22 Branch locations.

The supervisors are provided with a company car and cell phone. They visit from five to eight Branch locations each day for about 30 minutes to insure that procedures are being followed and to assist with problems or answer questions from the employees. When a Branch runs low on supplies, they contact one of the supervisors who then brings the supplies to the Branch. The supervisors are involved in the hiring process for the Branch locations. Thus, the supervisors obtain authorization from the main office to hire an employee. Once hiring is approved, the supervisors advertise for applicants in the newspaper, accept the applications, interview the applicants and recommend someone for hire to Dallas. Thereafter, the main office will review the applications and recommendation and approve hiring the individual. The new hire is assigned to one of the Branch locations chosen by the supervisors for training. The training process takes about three to four days to complete. The record shows that either the supervisors or another employee conducts training. Once training is completed, the new hire is assigned to a specific Branch location. The supervisors may recommend to the main office that an employee be removed or disciplined for poor work performance. Discipline may involve a reduction in an employee's hours of work.<sup>i</sup>

Although it appears from the record that transfers of employees is not frequent, the record shows that employees have been transferred from one Branch to another. Transfers have been made without any request by the employee and as well as upon an employer's request for personal reasons, such as a change in residence. The main office must approve all such transfers. There is no apparent policy to try to keep and place employees from a Branch location that is closed for lack of profitability to another Branch. However, it appears from the record that such a transfer has happened in the past.

The Branch employees serve customers by obtaining information from them regarding where and how much money the customer wishes to transfer. A service fee is charged for the transaction. The employee obtains the required information from the customer and fills out the necessary forms to process a money transfer. Regular customers are issued a "VIP" card, which has their name and an identification number on it. With the VIP card, the Branch employee can access the Branch's computer to retrieve

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<sup>i</sup> At the hearing, the parties stipulated that Elizabeth Vazquez and Roxana Hernandez are supervisors within the meaning of the Act. Based upon the parties' stipulation and the entire record, I find that Elizabeth Vazquez and Roxana Hernandez are supervisors within the meaning of Section 2(11) of the Act.

information about the customer needed for the money transfer. Although the Branch computers are networked to the Dallas office, the information about an individual customer is stored only in the computer at the location that issued the VIP card. Thus, if a customer should go to a different Branch than the one that issued the VIP card, the employee at that Branch must call the issuing Branch to retrieve this information. Such calls by one Branch employee to another happen regularly although the record does not show how often. A money transfer transaction can take from two to ten minutes to complete.

A typical day for a Branch employee begins by arriving to open the Branch at 9:00 a.m. using keys that are given to them. The employee turns off the alarm, starts the computer and cleans the Branch. The employee punches in and out on the time clock at the beginning and end of their shift and for lunch. The rest of the time is spent making money transfers. The money taken in is recorded on forms and prepared for pick-up by an armored car service. The second shift employee closes the Branch at the end of the business day. During the day, a Branch employee may need to call one of the supervisors to handle a problem, answer a question, or to request supplies.

The record shows that Branch employees are paid \$6.00 per hour to start with annual increases until the wage rate reaches \$7.00 per hour. In addition, the employees participate in an Employer provided incentive plan that provides them with additional compensation based upon the number of transfers they perform each month. The incentive plan is based on a sliding scale that pays the employee a certain amount per transaction when the employee has performed over 200 transfers per month. The incentive ranges from 20 cents per transaction for over 200 performed within a month to 40 cents per transaction if the employee exceeds 1000 transfers in the same month.

The Branch employees' time cards are forwarded to Dallas by facsimile machine each Monday. The Branch employees must go to a designated Branch office each Thursday to pick up their paychecks. There are two such locations, one for the South Branch locations and one for the North Branch locations. When picking up their checks, the record shows that the employees regularly encounter employees from other Branches and have occasion to talk with each other about work related matters.

In addition to their hourly wage and incentives, the employees receive one week of vacation. When an employee takes a vacation, the employee's shift is covered by a "floater" who is sent by the supervisors to fill in for that employee. Although not clear from the record, it also appears that, on occasion, one Branch employee may cover the entire workday in order to fill in for the employee who is on vacation. The Employer does not provide any other benefits to the Branch employees. The employees do not wear uniforms. Personnel files for the Branch employees are maintained at the Dallas office and possibly in Chicago at one of the Branch locations.

#### *The Agency Locations*

As mentioned above, the Employer also conducts its business operations through 18 Agency locations in Illinois. All except one of these Agency facilities are located in the suburbs of Chicago. These Agency locations are contained within a store or facility of a separate unrelated business. In order to enter into a relationship with the Employer, the Agent must sign an Agency Agreement. This document provides that the Agency is an independent contractor and will abide by the Employer's rules and procedures among other things. The Agency must insure that the Agent's employee who performs the money transfers signs the U.S. Bank Secrecy Act form. Agency businesses have their own separate business license. However, the Agency locations are subject to and must comply with the same federal and state governmental regulations as the Branch locations.

The Employer's sales manager Carlos Lara travels around the United States to initiate and set-up the Agency locations. Once the computer is installed, Lara trains the individual designated by the Agency's owner as the one who will perform the money transfers. At Agency locations, the owner hires the employees who will do the money transfers and sets their pay and other terms and conditions of employment. The Employer has no say on whom the Agency owner employs but generally recommends that the owner select someone who normally handles money for the owner such as a cashier. The Agency owner is compensated by receiving a commission based upon a percentage of the transactions performed each month. The record indicates that there is at least one money transfer each day at an Agency location. However, it also appears that some Agencies may be as busy as a Branch location on occasion. Unlike the Branch locations that use the armored car services to transport and deposit money in the Employer's account, money collected by an Agency must be deposited in a bank account designated by the Employer. The Agency determines how this is accomplished.

The Employer does not maintain any record on the Agency employees who do the money transfers nor does the Employer provide them with any benefits, withhold social security taxes from their paychecks or set their hours of work. There is no indication in the record regarding the specifics of any Agency employees' pay or benefits. Furthermore, the Employer cannot cause the discharge of any Agency employee or impose discipline on them. The Agency employees do not wear a uniform to indicate a relationship with the Employer. The Employer does provide advertising materials, logos, and banners for display in the Agency to identify the availability of the Employer's services at that location.

The Agency employees are employed and supervised by their own employers and perform other duties for their employers such as stocking shelves when not performing money transfers for the Employer. Money transfers performed by the Agency employees is accomplished in the same manner as at a Branch location and in accordance with the Employer's policies and using the same forms as Branch locations. The training received by Agency employees is identical to that given to employees at the Branch locations and they use identical manuals. Like the Branch locations, the Agency employees are kept informed of changes in the Employer's policies by telefax from the main office in Dallas. Agency employees do not contact any of the Employer's supervisors for supplies or problems but contact Dallas for supplies or if they have questions or problems, such as

computer concerns, that need to be addressed. They do not submit time records to the Employer's Dallas office like the Branch employees, are paid separately, and do not contact anyone at the Branch locations for information about customers based on the VIP cards like the Branch employees would do. There is no transfer of Agency employees from one Agency location to another or to a Branch location. Because the Agency employees are paid by their own employers, they have no occasion to go to the same location as the Branch employees to get their paychecks. Thus, they do not have this opportunity to interact with the Branch employees.

The Employer is not obligated and does not pay any costs such as electric and other utility bills incurred by the Agency's owner. The relationship between the Agency and the Employer can be terminated by the Employer at anytime for reasons specified in the Agency Agreement. Otherwise, the agreement runs for one year at a time and rolls over for an additional year unless prior written notice is given by the Employer or the Agent seeking to terminate the relationship.

### 3. Legal Analysis

The Act does not require a unit for bargaining be the only appropriate unit, or the most appropriate unit. Rather, the Act requires only that the unit be "appropriate." *Morand Bros. Beverage Co.*, 91 NLRB 409 (1950), *enfd.* 190 F.2d 576 (7<sup>th</sup> Cir. 1951); *Washington Palm, Inc.*, 314 NLRB 1122, 1126 (1994). The desires of the petitioner are always a relevant but not a dispositive consideration. *Marks Oxygen Co.*, 147 NLRB 228, 230 (1964). The Board's procedure for determining an appropriate unit under Section 9(b) of the Act is to first examine the petitioned-for unit. If that unit is determined to be an appropriate unit, the inquiry into the appropriate unit issue ends. Only if the petitioned-for unit is not appropriate will the Board examine alternative units. *The Boeing Co.*, 337 NLRB No. 24 (2001).

It is well settled under Board law that a single-facility unit is a presumptively appropriate unit. *Dixie Belle Mills, Inc.*, 139 NLRB 629, 631 (1962). Here, however, the Petitioner seeks a multi-facility unit. Thus, the single-facility presumption is inapplicable. *Hazard Express, Inc.*, 324 NLRB 989 (1997); *Capital Coors Co.*, 309 NLRB 322 fn.1 (1992); *NLRB v. Carson Cable TV*, 795 F.2d 879, 886-887 (9<sup>th</sup> Cir. 1986). In determining whether a unit is appropriate for the purposes of collective bargaining, the Board analyzes a number of factors including the following: similarities in wages, benefits, working conditions, hours of work, the nature of the work, the training and skills of the employees, the frequency of employee interchange, the functional integration of the employees sought, and common supervision. *See, e.g. Overnite Transportation Company*, 322 NLRB 723, 724 (1996); *American Security Corp.*, 321 NLRB 1145 (1996); *NLRB v. Carson Cable TV*, *supra*.

Applying these principles to the evidence contained in the record, I find that the petitioned-for unit is an appropriate unit for collective bargaining. Thus, the record shows and I find that the employees who perform the teller, cashier, and clerk duties for the Employer at its 22 Branch locations in Illinois share a sufficient community of



interest to warrant including them in the same unit. The record shows that the employees at the Branch locations are paid pursuant to the same wage policies set by the Employer, have the same vacation benefits, possess the same skills, receive the same training, perform the same job duties, and work shifts scheduled during the same hours of operation. The Branch employees are also subject to and must comply with the same governmental regulations and corporate policies and procedures. The Branch employees work under the same general “area-wide” supervision, utilize the same equipment and supplies, and perform the same tasks. Although not fully clear from the record, the evidence shows that the Branch employees are transferred, on occasion, from one Branch to another. The Branch employees regularly communicate with each other by telephone in connection with obtaining information about customers, and in person when picking up their paychecks concerning work-related issues. I also note that there is no history of bargaining involving the parties and these employees. Accordingly, I find that a unit of tellers, cashiers, and clerks employed by the Employer at the 22 Branch locations comprise an appropriate unit for collective bargaining.

The Employer contends that the petitioned-for unit is not an appropriate unit and that only an employer-wide unit that includes all of the Employer’s operations in Illinois and the other states is the appropriate unit or, alternatively, that only single location units are appropriate based upon the presumptive appropriateness of single facility units. According to the Employer, an appropriate multi-facility unit would also require the inclusion of the employees who work at the Agency locations as well. Thus, the Employer contends that the unit sought by the Petitioner is inappropriate. Multi-facility units must satisfy the Board’s community of interest test in order to be found appropriate. As discussed above, I have found that the petitioned-for unit that includes the 22 Branch locations in Illinois is an appropriate unit for collective bargaining. Contrary to the Employer, I do not find that the 22 Chicago area Branch locations merely constitute a fragment of an Employer-wide appropriate unit based on the extent of the union’s organization effort. Rather, the record clearly demonstrates that the 22 Chicago area Branch locations have sufficient separate and distinct community of interests from other Branch locations of the Employer. The Chicago area Branches have a relatively close geographical proximity to each other in comparison to the geographical separation that exists between the Chicago area Branches and those located in Texas, Arizona, and Georgia. Further, the Chicago area Branch locations have their own separate immediate supervision from other Branches of the Employer, and while there is some employee interchange and considerable communication among the employees in the Chicago area Branches, the record does not show that any such interchange or communications occur between the Chicago area Branches and those located in other states. With regard to the Employer’s single location position, the record shows that each location has only two to three employees with no supervision on site, and no terms or condition of employment of the employees at the Branches are affected or determined at the Branch level. Rather, it is not until the state level with the Chief Supervisor and the two supervisors that report to the Chief Supervisor that terms and conditions of employment at the Branch level are affected. Thus, it is the opinion of the undersigned that single Branch units may not be appropriate. Even if the undersigned considered the Branches to constitute appropriate separate units, such a finding does not negate the conclusion that I reached above – that

the 22 Chicago area Branches have a separate community of interests from other potential unit groupings to constitute an appropriate unit. Therefore, because the record shows that the unit sought by the Petitioner is an appropriate unit, the fact that there may be other ways to group the employees for the purpose of collective-bargaining as suggested by the Employer's Counsel is inapposite.

The Employer also contends that the petitioned-for unit is not appropriate because it does not include the individuals who perform the money transfers at the 18 Agency locations. The Employer urges that those who work at the Agency locations are employees, not independent contractors, and should be included in the appropriate unit. This argument is not germane to the unit determination issue. Assuming that the Agency personnel are employees within the meaning of the Act, the record clearly establishes that someone, other than the Employer, employs them. The Employer's Director of Operations has testified that these people work for the employers who own the Agency locations. Thus, only if it were shown that the Agency employers were a single or joint employer with the Employer could the possibility arise that the employees at the Agency locations should be included in the appropriate unit. No such contentions have been made by any party to this proceeding nor is there record evidence to support such a single or joint employer finding. Further, even if a joint employer situation existed between the Employer and the Agencies, there are such significant differences in employment between the Branch locations and the Agency locations – no interchange, different supervision, pay, benefits, and working conditions that a combined unit of the Branch locations and the Agency locations may not be required under the Board's community of interest test.

#### 4. Conclusion

For the reasons set forth above and the entire record, I find that the petitioned for unit of tellers, cashiers, and clerks employed by the Employer at the 22 Branch locations in the Chicago, Illinois area is appropriate. Accordingly, I shall direct an election in the unit described in Attachment A.

There are about 46 employees in the unit.

420-2900  
420-4000  
420-4025  
420-5027  
420-8417  
440-3300

CATS - UntOS

Attachment A

All full time and regular part time tellers, cashiers, and clerks employed by the Employer at the facilities currently located as follows: 3157 W. 26<sup>th</sup> Street, Chicago, IL 60623; 3940 W. 26<sup>th</sup> Street, Chicago, IL 60623; 2138 W. Cermak Road, Chicago, IL 60608; 1649 W. 18<sup>th</sup> Street, Chicago, IL 60608; 1918 W. 47<sup>th</sup> Street, Chicago, IL 60609; 2943 W. 63<sup>rd</sup> Street, Chicago, IL 60629; 3935 W. Lawrence Avenue, Chicago, IL 60625; 2741 N. Milwaukee, Chicago, IL 60647; 7051 N. Clark Street, Chicago, IL 60626; 3212 W. Lawrence Avenue, Chicago, IL 60625; 4246 W. North Avenue, Chicago, IL 60639; 2900 W. Cermak Road, Chicago, IL 60623, 6705 N. Clark Street, Chicago, IL 60626; 1423 W. 19<sup>th</sup> Street, Chicago, IL 60608; 656 N. Milwaukee Avenue, Prospect Heights, IL 60070; 3608 W. Lawrence Avenue, Chicago, IL 60626; 1607 W. Lawrence Avenue, Chicago, IL 60640; 1111 W. Washington Street, Waukegan, IL 60085; 4156 W. 26<sup>th</sup> Street, Chicago, IL 60623; 5637 W. Cermak Road, Cicero, IL 60804; 3643½ 106<sup>th</sup> Street, East Chicago, IL 60617; 5902½ S. Kedzie, Chicago, IL 60629; but excluding all office clerical employees, professional employees, guards, and supervisors as defined in the Act and all other employees.